

From: [Lamont Jefferson](#)
To: dnaumann@equityliaison.com; [Tiffanie Clausewitz](#); [Lisa Barkley](#)
Cc: [Shellie R. Reyes](#)
Subject: RE: Docket Control Order
Date: Tuesday, August 15, 2017 3:13:52 PM
Attachments: [20170815_Ltr_Clausewitz.pdf](#)
[image001.png](#)

Mr. Naumann,

Please see the correspondence attached and email exchange below.

Complete Oil Field Services expects that all funds held in the ELC escrow account will be delivered to the company in the next 24 hours, as provided for in Section 1.4 B of the agreement.

Please let me know if you need additional information to ensure that payment is accomplished.

Sincerely,

LJ



Lamont A. Jefferson | Jefferson Cano
112 E. Pecan St., Suite 1650 | San Antonio, TX 78205
P: 210.988.1811 | **M:** 210.269.7828 | ljefferson@jeffersoncano.com
www.JeffersonCano.com

From: Lamont Jefferson
Sent: Tuesday, August 15, 2017 2:46 PM
To: Tiffanie Clausewitz <Tiffanie@Rosenblattlawfirm.com>; Lisa Barkley <LBarkley@jeffersoncano.com>
Cc: 'Shellie R. Reyes' <shellie@Rosenblattlawfirm.com>
Subject: RE: Docket Control Order

Tiffanie,

I am attaching a letter officially terminating the Memorandum of Understanding between your client and ours.

You will see that Dewayne Naumann is listed as being copied, but we have not delivered the letter directly to him because we are unsure whether you are representing Mr. Naumann for the matters involved in this suit. If you are, then

EXHIBIT 17

please accept this correspondence as service upon him.

If you are not representing Mr. Naumann (or cannot accept delivery on his behalf), let me know and we will deliver the termination letter to him through other means. If we do not hear from you by 4 p.m. today, then we will serve him directly.

Thank you,

Lamont



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JEFFERSON CANO

August 15, 2017

Via Electronic Mail: tiffanie@rosenblattlawfirm.com

Bates Energy Oil & Gas, LLC
c/o Tiffanie S. Clausewitz
Rosenblatt Law Firm
10719 Huebner Road, Bldg. 1
San Antonio, Texas 78248

Re: Termination of (1) Memorandum of Understanding (Operating Agreement) and (2) Escrow and Disbursement Agreement with Equity Liaison Company, LLC

Dear Tiffanie:

On behalf of our client Complete Oil Field Services, LLC ("COFS"), please inform your client Bates Energy Oil & Gas, LLC that the Memorandum of Understanding (Operating Agreement) is terminated and/or canceled for cause.

In light of the foregoing, the Escrow and Disbursement Agreement between COFS and Equity Liaison Company, LLC is also terminated pursuant to ¶ 1.4 of that agreement. The balance of the funds in the account, which COFS' records show approximate \$960,000, should be disbursed to COFS by wire transfer no later than 4:00 p.m. on Wednesday, August 16, 2017.

Sincerely,



Lamont A. Jefferson
Direct Dial: 210.988.1811
ljefferson@jeffersoncano.com

cc: Dewayne Naumann
dnaumann@equityliaison.com